

9148/RHD

CICHANOWICZ, CALLAN, KEANE, VENGROW & TEXTOR, LLP
61 Broadway, Suite 3000
New York, New York 10006-2802
(212)344-7042

Attorneys for Defendant Hanjin Shipping Co. Ltd.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SAMSUNG AMERICA, INC., FEDERAL
INSURANCE COMPANY

Plaintiff,

- against -

M/V HANJIN MIAMI, her engines, boilers,
tackle, etc., CONTI 32 CONTAINER
SCHIFFAHRTS GMBH & CO KG, MS
"CONTI MIAMI", NSB NIEDERELBE,
HANJIN SHIPPING CO., LTD.

Defendants.

08 Civ. 4109 (NRB)(RLE)

ANSWER

Defendant Hanjin Shipping Co. Ltd. ("Hanjin"), by its attorneys, Cichanowicz, Callan, Keane, Vengrow & Textor, LLP, answering plaintiff's complaint alleges upon information and belief as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 1.
2. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 2.
3. Admits that Hanjin was a charterer of the vessel and that sealed container HJCU6084378 was carried on CY/CY terms from Chicago to Busan via Seattle under Hanjin bill of lading HJSCSEAA04144602, but except as so specifically admitted, denies the allegations of paragraph 3.

4. Denies the allegations of paragraph 4.
5. Denies the allegations of paragraph 5.
6. Denies knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 6.
7. Denies the allegations of paragraph 7.
8. Denies the allegations of paragraph 8.
9. Denies the allegations of paragraph 9.

**AS AND FOR AFFIRMATIVE DEFENSES TO ALL CLAIMS, HANJIN
ALLEGES UPON INFORMATION AND BELIEF AS FOLLOWS**

10. Repeat and reallege each and every admission, denial and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.

FIRST AFFIRMATIVE DEFENSE

11. The shipment was subject to all the terms, conditions and exceptions contained in a certain bill of lading issued therefor for which the shippers, owners, consignees or holders of said bill of lading agreed to be bound and are bound.

SECOND AFFIRMATIVE DEFENSE

12. Any loss and/or damage to the above shipments was due to causes for which Hanjin is not liable or responsible by virtue of the provisions the applicable Carriage of Goods by Sea Act and/or Harter Act and/or Pomerene Act and/or general maritime law.

THIRD AFFIRMATIVE DEFENSE

13. Plaintiff failed to mitigate its damages.

FOURTH AFFIRMATIVE DEFENSE

14. Any damage to and/or loss of the above shipments was caused by or due to the acts, omissions, fault or neglect of the owners of the shipment, the shippers or receivers and their agents or the nature of the shipment, including insufficient of packing, inherent vice, or resulted from the acts, omissions, fault or neglect of other persons or entities for which Hanjin is neither responsible nor liable.

FIFTH AFFIRMATIVE DEFENSE

15. Hanjin's liability, if any, is limited to \$500 per package or, for goods not shipped in packages, \$500 per customary freight unit.

SIXTH AFFIRMATIVE DEFENSE

16. This Court is an improper forum pursuant to the forum selection clause in Hanjin's bill of lading.

WHEREFORE, Hanjin prays for:

- (a) An order dismissing plaintiff's complaint;
- (b) An award of all costs including attorneys' fees; and
- (c) Such other and further relief as this Court may deem just and proper.

Dated: New York, New York
May 19, 2008

Respectfully submitted,

CICHANOWICZ, CALLAN, KEANE,
VENGROW & TEXTOR, LLP
Attorneys for Defendant Hanjin Shipping Co. Ltd.

By: s/ Randolph H. Donatelli
Randolph H. Donatelli (RHD-5359)
61 Broadway, Suite 3000
New York, New York 10006-2802
(212) 344-7042

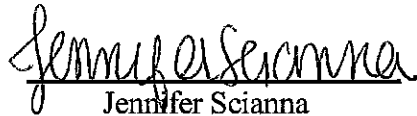
To: Kingsley, Kingsley & Calkins
91 West Cherry Street
Hicksville, New York 11801
Attn.: Harold Kingsley, Esq.

CERTIFICATE OF SERVICE BY REGULAR U.S. MAIL AND BY ECF

The undersigned declares under penalty of perjury that the following is true and correct:

1. I am over the age of eighteen years and I am not a party to this action.
2. On May 19, 2008, I served a complete copy of Defendant Hanjin Shipping Co. Ltd.'s Answer, by regular U.S. mail and by ECF, to the following attorneys at their ECF registered address and at the following address:

To: Kingsley, Kingsley & Calkins
91 West Cherry Street
Hicksville, New York 11801
Harold Kingsley, Esq.


Jennifer Scianna

DATED: May 19, 2008
New York, New York